

EXHIBIT 1

RECEIVED
MIDDLESEX COUNTY, NJ

2016 MAY 27 PM 3:53

Lewis G. Adler, Esquire
ID No. 023211985
26 Newton Avenue
Woodbury, New Jersey 08096
(856) 845-1968
Lead Counsel for the Plaintiff

Law Office of Paul DePetrìs
Paul DePetrìs
ID No. 005821996
703 Stokes Road, Suite 9
Medford, New Jersey 08055
(609) 714-2020

Plaintiff	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION
Ivan Gonzalez	:	MIDDLESEX COUNTY
	:	
vs.	:	
	:	DOCKET NO.: L-2963-16
Defendant	:	
	:	CIVIL ACTION
Bob's Discount Furniture	:	SUMMONS

From The State of New Jersey To The Defendant(s) Named Above: Bob's Discount Furniture

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for the lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the [Clerk of the Superior Court] Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$135.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Dated: 5/24/16

/s/ Michelle M. Smith
CLERK, SUPERIOR COURT OF NEW JERSEY

Name of defendant to be served:
Address for Service:

Bob's Discount Furniture
958 Route 22 East
North Plainfield, New Jersey 07060

P O BOX 2633

56 PATERSON STREET

NEW BRUNSWICK NJ 08903-2633

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (732) 519-3728

COURT HOURS 8:30 AM - 4:30 PM

DATE: MAY 19, 2016

RE: GONZALEZ IVAN VS BOBS DICOUNT FURNITURE

DOCKET: MID L -002963 16

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON ARNOLD L. NATALI

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002
AT: (732) 519-3737 EXT 3737.



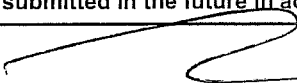
IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

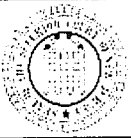
ATTENTION:

ATT: LEWIS G. ADLER
ADLER LEWIS G
26 NEWTON AVENUE
WOODBURY NJ 08096

JUMPIN1

Appendix XII-B1

 <div style="text-align: center;"> CIVIL CASE INFORMATION STATEMENT (CIS) Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule</i> 4:5-1 Pleading will be rejected for filing, under <i>Rule</i> 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed </div>		FOR USE BY CLERK'S OFFICE ONLY	
		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA	
		CHG/CK NO.	
		AMOUNT:	
		OVERPAYMENT:	
		BATCH NUMBER:	
ATTORNEY / PRO SE NAME Lewis G. Adler; Paul DePetris; Elliott Malone		TELEPHONE NUMBER 856-845-1968	COUNTY OF VENUE Middlesex
FIRM NAME (if applicable) Lewis G. Adler, Esq.; Law Ofc. of Paul DePetris; Law Ofc. of Elliott Malone		DOCKET NUMBER (when available) L-2963-16	
OFFICE ADDRESS 26 Newton Ave., Woodbury, NJ 08096 532 Route 70 West, 2nd Flr., Cherry Hill, NJ 08002 50 County Rd., Cresskill, NJ 07626		DOCUMENT TYPE Complaint	
		JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
NAME OF PARTY (e.g., John Doe, Plaintiff) Ivan Gonzalez, Plaintiff, Individually And On Behalf Of Others Similarly Situated		CAPTION Ivan Gonzalez, Individually And On Behalf Of Others Similarly Situated v. Bob's Discount Furniture	
CASE TYPE NUMBER (See reverse side for listing) 599	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
RELATED CASES PENDING? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, LIST DOCKET NUMBERS	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN	
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> No		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input checked="" type="checkbox"/> BUSINESS	
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION PUTATIVE CLASS ACTION INVOLVING FEE SHIFTING CONSUMER STATUTES			
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION	
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, FOR WHAT LANGUAGE?	
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule</i> 1:38-7(b).			
ATTORNEY SIGNATURE: 			

Side 2

CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE – PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE – PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE – PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT – OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

- | | |
|--|---|
| 271 ACCUTANE/ISOTRETINOIN | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 291 PELVIC MESH/GYNECARE |
| 278 ZOMETA/AREIDIA | 292 PELVIC MESH/BARD |
| 279 GADOLINIUM | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 282 FOSAMAX | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS | 297 MIRENA CONTRACEPTIVE DEVICE |
| 286 LEVAQUIN | 299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR |
| 287 YAZ/YASMIN/OCELLA | 300 TALC-BASED BODY POWDERS |
| 288 PRUDENTIAL TORT LITIGATION | 601 ASBESTOS |
| 289 REGLAN | 623 PROPECIA |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category

☒ Putative Class Action

☐ Title 59

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IVAN GONZALEZ,

PLAINTIFF(S),

V.

BOB'S DISCOUNT FURNITURE,

DEFENDANT(S).

SUPERIOR COURT OF NEW JERSEY
 LAW DIVISION, CIVIL PART
 MIDDLESEX COUNTY

DOCKET NO.: L- 2963-16
 CIVIL ACTION

COMPLAINT

Plaintiff(s), by way of complaint against defendant(s), say/says:

ABBREVIATIONS

1. For brevity's sake, hereafter plaintiff(s) shall use the following abbreviations:

Original Term	Abbreviation
Plaintiff(s) IVAN GONZALEZ (collectively if there is more than one plaintiff)	Plaintiff(s)
Defendant(s) BOB'S DISCOUNT FURNITURE	Defendant(s) or BOB or BOB's

Plaintiff(s) and defendant(s) collectively	The parties
The property/home that is the subject of this litigation – 87 Hopkinson Avenue, Piscataway, Middlesex County, New Jersey 08854	The property or the home
The contracts/receipts between plaintiff(s) and defendant(s) for the sale of the furniture	The contract
BOB'S retail store located at 958 Route 22 East, North Plainfield, Somerset County, New Jersey 07060	The store
The pieces of furniture that are the subject of this dispute collectively	The furniture
Plaintiff(s)' Complaint Filed In This Case	The Complaint
The Instant Civil Action	This Case Or The Case
The Members Of The Putative Class Identified Below In The Class Action Certification Allegations	The class members or the class
The Class Action Fairness Act, 28 U.S.C. § 1332	CAFA
The New Jersey Truth-In-Consumer Contract, Warranty And Notice Act, N.J.S.A. 56:12-14 To -18	TCCWNA
New Jersey Uniform Commercial Code, N.J.S.A.. 12A:1-101, et seq.	The UCC
Magnuson-Moss Warranty- Federal Trade Improvement Act, 15 U.S.C. § 2301, et seq.	MMWA
The New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, Et Seq.	CFA
N.J.S.A. 56:8-2	Section 2
New Jersey Division Of Consumer Affairs	DCA
New Jersey Household Furniture And Furnishings Regulations, N.J.A.C. 13:45A-5.1 to -5.4	HFR
An Act Concerning Service Contracts And Supplementing And Amending P.L.1980, C.125; the Service Contracts Act, N.J.S.A. 56:12-87, et seq.	SCA
The contract/receipt that Bob's issued to plaintiff(s) relative to the sale of the furniture	The contract
Bob's goof proof protection plan sold to plaintiff(s)	The plan
The sale of the furniture to plaintiff(s) via the store	The sale
Uniform Declaratory Judgment Law, N.J. Stat. Ann. §§ 2A:16-50 to -62	UDJL

EXHIBITS REFERENCED IN COMPLAINT

2. Plaintiff(s) repeat all of the allegations contained in the previous paragraphs as if fully set forth herein.
3. Hereafter, plaintiff(s) shall rely upon and refer to the following exhibits attached to the complaint:¹
 - 1) Bob's contracts/receipts dated 7-19-15 & 7-27-15.
 - 2) Bob's goof proof protection plan brochure.

PARTIES

4. Plaintiff(s) repeat all of the allegations contained in the previous paragraphs as if fully set forth herein.
5. Plaintiff(s) is/are individual person(s) residing at the property.
6. Defendant(s) BOB is a business and furniture retailer that operates the store.
7. Unless otherwise noted below, all allegations set forth below are directed against all defendant(s) named herein.

FACTUAL ALLEGATIONS

8. Plaintiff(s) repeat all of the allegations contained in the previous paragraphs as if fully set forth herein.
9. Plaintiff(s) are the home's owner.
10. The store is a retail furniture store located in Somerset County, New Jersey.
11. On or about 6-10-12, plaintiff(s) were shopping for furniture for the property –

plaintiff(s) primary residence.

12. Accordingly, on or about 6-10-12, plaintiff(s) went to the store and met with defendant(s)' salesperson Michael Lewis, Jr.

13. At that time, plaintiff(s) purchased the furniture from the store – a bed, a headboard, a mattress and chair(s)/recliner(s)/lounge(s) for approximately \$3,666.88 – a sum that included bedding and BOB's's Goof Proof protection plan for the furniture and delivery charges. Exhibits 1-2.

14. When purchased, the furniture was new. Exhibit 1.

15. When purchased, plaintiff(s) purchased the furniture to be used at plaintiff(s) property which is plaintiff(s)' residence.

16. When plaintiff(s) purchased the furniture, plaintiff(s) purchased and intended to use the furniture primarily for personal, family or household purposes.

17. Defendant(s) never provided plaintiff(s) with any type of contract or warranty with the terms of BOB's's Goof Proof protection plan.

18. Instead, plaintiff(s) only received a brochure from defendant(s). Exhibit 2.

19. That brochure: (1) described the plan as spanning 5 years; (2) referred readers to "a warranty for details" and explains: "[i]f you purchased the Goof Proof Protection Plan," your contract identifies the types of damages covered under this program" – documents that plaintiff(s) never received as aforesaid; (3) listed "[r]ips, tears, cuts, burns & punctures" and "[b]reakage of frames..." as among the items covered under the plan.

¹Where necessary to comply with R. 1:38-7, et seq. and/or R. 4:5-1, et seq., exhibits may be redacted to omit personal confidential identifying information. Where indicated, exhibits may be but portions of the documents identified.

20. Following the sale and on or about the Fall of 2015, plaintiff(s) called defendant(s) because plaintiff(s) were having problems with the furniture.
21. Rips/tears/cuts/punctures started developing on the chair(s)/recliner(s)/lounge(s).
22. Further, when plaintiff(s) sat on at least one of the chair(s)/recliner(s)/lounge(s), plaintiff(s) would hear a cracking noise coming from that piece.
23. Plaintiff(s) expected that the plan would cover repair attempts to the furniture for the problems that plaintiff(s) were experiencing as aforesaid.
24. However, defendant(s) claimed that the plan did not cover the problems and made no efforts whatsoever to make any repair attempts to the furniture.

THE HFR GENERALLY

25. Certain subsections of the CFA and regulations adopted by the DCA create per se violations, making merchants strictly liable for noncompliance.² For example, the CFA empowers the attorney general to “promulgate such rules and regulations” necessary to accomplish the CFA’s objectives.³ The HFR is one such set of regulations. Unless the CFA subsection or regulation provides otherwise, intent to violate the CFA is not a prerequisite to liability for such per se violations.⁴ The parties subject to the CFA subsections and regulations are assumed to be familiar with them.⁵ A merchant’s subjective good faith does not excuse technical noncompliance with CFA statutory subsections and

². Fenwick v. Kay Am. Jeep, Inc., 72 N.J. 372, 378 (1977).

³. N.J.S.A. 56:8-4; Barry v. Arrow Pontiac, Inc., 100 N.J. 57, 70 (1985).

⁴. Artistic Lawn & Landscape Co., Inc. v. Smith, 381 N.J. Super. 75, 80 (Law Div. 2005).

⁵. Cox v. Sears Roebuck & Co., 138 N.J. 2, 18-19 (1994).

administrative regulations.⁶

26. Both plaintiff(s) and defendant(s) meet the definition of “person” as set forth in N.J.S.A. 56:8-1(d).

27. The DCA adopted the HFR. See N.J.A.C. 13:45A-5.1, et seq.

28. The HFR state, in pertinent part: “For purposes of this rule, “household furniture” includes, but is not limited to, furniture, appliances, and such items as carpets and draperies.” See N.J.A.C. 13:45A-5.1.

29. The Farlex® online free dictionary defines the term “furniture” as follows: “1. The movable articles in a room or an establishment that make it fit for living or working. 2. Archaic Necessary equipment, as for a saddle horse or sailing ship.” <http://www.thefreedictionary.com/furniture> (citing American Heritage® Dictionary of the English Language, Fifth Edition. (2011).

30. The furniture was furniture sold by seller defendant(s) to plaintiff(s) who are consumers.

31. The furniture is tangible property which plaintiff(s) purchased primarily for personal, family or household purposes.

32. Further, the furniture consists of movable articles for placement in plaintiff(s)’ residence and so as to make it fit for living.

33. The HFR apply to any person selling household furniture: (1) in or from New Jersey; or (2) into New Jersey from a location outside the State of New Jersey. N.J.A.C. 13:45A-5.3.

⁶. Truex v. Ocean Dodge, Inc., 219 N.J. Super. 44, 49 (App. Div. 1987).

34. Accordingly, the furniture meets the HFR's definition of household furniture, BOB'S meet/meets the definition of any person selling household furniture, BOB'S meets the TCCWNA's definition of a seller and plaintiff(s) meets the TCCWNA's definition of consumer.

35. The HFR state, in pertinent part: "13:45A-5.4 VIOLATIONS; SANCTIONS
Without limiting the prosecution of any other practices which may be unlawful under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., any violation of the provisions of this subchapter shall be subject to the sanctions contained in said Consumer Fraud Act." N.J.A.C. 13:45A-5.4.

36. The HFR state, in pertinent part: "13:45A-5.2 CONTRACT FORMS; DATE OF ORDER a) The contract forms or sales documents shall show the date of the order and shall contain the following sentence in ten-point bold face type:
The merchandise you have ordered is promised for delivery to you on or before (insert date or length of time agreed upon). b) The blank for the delivery date referred to in (a) above shall be filled in by the seller at the time the contract of sale is entered into by the parties or when the sales documents are issued, either as a specific day of a specific month or as a length of time agreed upon by the buyer and seller (for example, "six weeks from date of order"). The date for delivery shall not be pre-printed in the contract prior to the time the contract of sale is entered into by the parties or when the sales documents are issued."

37. The HFR state, in pertinent part: "Section 13:45A-5.3 Contract form; delayed delivery (a) The contract forms or sales documents shall conspicuously disclose the seller's obligations in the case of delayed delivery in compliance with N.J.A.C.

13:45A-5.1 and shall contain, on the first page of the contract form or sales document, the following notice in ten-point bold face type: If the merchandise ordered by you is not delivered by the promised delivery date, (insert name of seller) must offer you the choice of (1) canceling your order with a prompt, full refund of any payments you have made, or (2) accepting delivery at a specific later date. (b) The provisions of this subchapter shall apply to any person who sells household furniture in or from the State of New Jersey or to any person located outside of the State of New Jersey who sells household furniture into this State. (c) It shall be unlawful for any person to use any contract or sales agreement that contains any terms, such as 'all sales final,' 'no cancellations' or 'no refunds,' which violate or are contrary to the rights and responsibilities provided for by this rule. Any contract or sales agreement which contains such a provision shall be null and void and unenforceable."

38. The language required by N.J.A.C. 13:45A-5.3 conspicuously disclosing the seller's obligations in the case of delayed delivery in compliance with N.J.A.C. 13:45A-5.1 refers to the following language of that section of the HFR: "Section 13:45A-5.1 Delivery practices; generally (a) Any person who is engaged in the sale of household furniture for which contracts of sale or sale orders are used for merchandise ordered for future delivery shall: 1. Deliver all of the ordered merchandise by or on the promised delivery date; or 2. Provide written notice to the consumer of the impossibility of meeting the promised delivery date. The notice shall offer the consumer the option to cancel said order with a prompt, full refund of any payments already made or to accept delivery at a specified later

time. Said written notice shall be provided prior to the delivery date. (b) In the event a seller fails to deliver all of the ordered merchandise on the promised delivery date and makes only a partial delivery, the seller shall comply with the notice requirement of (a) above. Said notice shall offer the consumer the option of cancelling the order with a prompt, full refund of any payments already made or accepting delivery of the balance of the ordered merchandise at a specified later date. (c) Failure to comply with (a) above shall constitute a deceptive practice under the Consumer Fraud Act. (d) For purposes of this rule, "household furniture" includes, but is not limited to, furniture, appliances, and such items as carpets and draperies. (e) For the purposes of this section, delivery of furniture or furnishings that are damaged or that are not the exact size, style, color or condition indicated on the sales contract, shall not constitute delivery as required by (a)1 above. Upon receipt of such non-conforming merchandise, the consumer shall have the option of either accepting the furniture or of exercising any of the options set forth in (a)2 above.

**THE TRUTH-IN-CONSUMER CONTRACT,
WARRANTY AND NOTICE ACT GENERALLY**

39. The TCCWNA is a remedial consumer statute and by passing it, the Legislature's intent was to expand rather than constrict the consumer's rights.⁷

⁷See, e.g. *Reves v. Ernst Young*, 507 U.S. 170, 113 S.Ct. 1163, 122 L.Ed.2d 525 (1993)(discussing Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1962(c)); *Perez v. Rent-a-Center, Inc.*, 186 N.J. 188, 892 A.2d 1255 (2006) (noting that remedial statutes like the Retail Installment Sales Act ("RISA"), N.J.S.A. 17:16C-1 to -61 should be liberally construed to achieve their salutary aims).

40. The TCCWNA's legislative history states, in pertinent part: "Far too many consumer contracts, warranties, notices and signs contain provisions which clearly violate the rights of consumers. Even though these provisions are legally invalid or unenforceable, their very inclusion in a contract, warranty, notice or sign deceives a consumer into thinking that they are enforceable and for this reason the consumer often fails to enforce his rights." A-1660, p. 2 (as introduced May 1, 1980).
41. Moreover, the sponsor's statement in the TCCWNA's legislative history states that the Legislature enacted TCCWNA to strengthen the CFA.⁸ Sponsor's Statement to A-1660 (as introduced May 1, 1980).
42. Therefore, the TCCWNA's scope is best understood in its relation to other consumer protection statutes such as the CFA. The TCCWNA's legislative history speaks of holding all businesses liable for violations: "This bill prohibits businesses from offering or using provisions in consumer contracts, warranties, notices and signs that violate any clearly established right of a consumer." A-1660, p. 3 (as introduced May 1, 1980).
43. The TCCWNA is a cumulative statute rather than an exclusive one: "The rights, remedies and prohibitions accorded by the provisions of this act are hereby declared to be in addition to and cumulative of any other right, remedy or prohibition accorded by common law, Federal law or statutes of this State, and

⁸When interpreting a statute, the Court considers the entire legislative scheme of which the statute under review is a part. *Kimmelman v. Henkels & McCoy, Inc.*, 108 N.J. 123, 129 527 A2d 1368 (1987). "Of the various materials that may reveal legislative intent, one of the most instructive is a statement by the sponsor of the act." *Panzino v. Cont'l Can Co.*, 71 N.J. 298, 302, 364 A.2d 1043 (1976).

nothing contained herein shall be construed to deny, abrogate or impair any such common law or statutory right, remedy or prohibition.” N.J.S.A. 56:12-18; Shelton v. Restaurant.com, Inc., 214 N.J. 419, 427 (2013)(citing N.J.S.A. 56:12-18).

44. The TCCWNA states, in pertinent part: “Consumer contract, warranty, notice or sign; violation of legal right of consumer or responsibility of seller, lessor, etc.; prohibition; exemptions[.] No seller, lessor, creditor, lender or bailee shall in the course of his business offer to any consumer or prospective consumer or enter into any written consumer contract or give or display any written consumer warranty, notice or sign after the effective date of this act which includes any provision that violates any clearly established legal right of a consumer or responsibility of a seller, lessor, creditor, lender or bailee as established by State or Federal law at the time the offer is made or the consumer contract is signed or the warranty, notice or sign is given or displayed. Consumer means any individual who buys, leases, borrows, or bails any money, property or service which is primarily for personal, family or household purposes. The provisions of this act shall not apply to residential leases or to the sale of real estate, whether improved or not, or to the construction of new homes subject to ‘The New Home Warranty and Builders’ Registration Act,’ P.L.1977, c. 467 (C. 46:3B-1 et seq.).” N.J.S.A. 56:12-15.

45. The TCCWNA states, in pertinent part: “Any person who violates the provisions of this act shall be liable to the aggrieved consumer for a civil penalty of not less than \$100.00 or for actual damages, or both at the election of the consumer,

together with reasonable attorney's fees and court costs. This may be recoverable by the consumer in a civil action in a court of competent jurisdiction or as part of a counterclaim by the consumer against the seller, lessor, creditor, lender or bailee or assignee of any of the aforesaid, who aggrieved him."

N.J.S.A. 56:12-17; *Shelton v. Restaurant.com, Inc.*, 214 N.J. 419, 427 (2013)(citing N.J.S.A. 56:12-17).

46. Under TCCWNA, "aggrieved" means that "a seller, lessor, creditor, lender or bailee offer[ed] to any consumer or prospective consumer or enter[ed] into any written consumer contract or give[s] or display[s] any written consumer warranty, notice or sign after the effective date of this act which includes any provision that violates any clearly established legal right of a consumer or responsibility of a seller, lessor, creditor, lender or bailee as established by State or Federal law at the time the offer is made or the consumer contract is signed or the warranty, notice or sign is given or displayed." N.J.S.A. 56:12-15; N.J.S.A. 56:12-17.

47. TCCWNA defines "consumer" as follows: "[c]onsumer means any individual who buys, leases, borrows, or bails any money, property or service which is primarily for personal, family or household purposes." N.J.S.A. 56:12:16.

48. New Jersey courts have held that a CFA violation constitutes a violation of a "clearly established legal right" for TCCWNA purposes and therefore, supports liability thereunder. *Bosland v. Warnock Dodge, Inc.*, 396 N.J. Super. 267, 278-79 (App. Div. 2007), *aff'd*, 197 N.J. 543 (2009); ("a consumer contract that violates a clearly established legal right under the CFA regulations is also a violation of the TCCWNA").

49. Likewise, when affirming the Appellate Division's decision in *Bosland*, the New Jersey Supreme Court approvingly noted: "Having concluded that plaintiff's CFA claim should not have been dismissed, the Appellate Division also reinstated her TCCWNA claim, concluding that the complaint's CFA allegations also sufficed to support her claim that the contract violated a clearly established legal right. *Bosland*, supra, 396 N.J. Super. At 278." *Bosland v. Warnock Dodge, Inc.*, 197 N.J. 543, 547, 550, 964 A.2d 741 (2009).
50. When establishing a violation of TCCWNA, the claimant need not prove actual damages but only that "a contract or notice simply contains a provision prohibited by state or federal law" See *Barrows v. Chase Manhattan Mortgage Corp.*, 465 F. Supp. 2d 347, 362 (D.N.J. 2006). For, the NJTCCA provides that any person who violates the act "shall be liable to the aggrieved consumer for a civil penalty of not less than \$100.00 or for actual damages, or both at the election of plaintiff(s), together with reasonable attorney's fees and court costs." N.J.S.A. 56:12-17.

THE TCCWNA'S APPLICATION TO THE SALE

51. Plaintiff(s) buyer/buyers purchased the furniture from seller defendant(s) at a retail store located in New Jersey.
52. Plaintiff(s) purchased the furniture – movable goods sold at retail to plaintiff(s) - primarily for personal, family or household purposes.
53. The furniture is "property or service which is primarily for personal, family or household purposes." N.J.S.A. 56:12:16.

54. Defendant(s) sold the furniture to plaintiff(s) on credit and therefore, acted towards plaintiff(s) as seller, creditor and lender.

55. Therefore, plaintiff(s) is/are a "consumer" as defined by N.J.S.A. 56:12-15, BOB's is/are sellers as defined by N.J.S.A. 56:12-15 (see also N.J.A.C. 13:45A-17.2) and the contract is a written consumer contract subject to the TCCWNA. N.J.S.A. 56:12-15.

56. Given all of the above, the TCCWNA applies to the sale.⁹

**FACTS SUPPORTING BOB'S VIOLATION OF THE
TRUTH-IN-CONSUMER CONTRACT, WARRANTY AND NOTICE ACT
PREDICATED ON BOB'S HFR VIOLATIONS - THE CONTRACT'S FAILURE
TO COMPLY WITH THE HFR**

THE DELIVERY DATE LANGUAGE VIOLATION(S)

57. In connection with the sale, BOB's issued plaintiff(s) the contract as aforesaid and sold plaintiff(s) the furniture as aforesaid. Exhibit 1.

58. The contract's language regarding delivery of merchandise fails to comply with the HFR.

59. In violation of N.J.A.C. 13:45A-5.2, the contract does not include the following mandatory date required by the HFR in ten-point bold face type with the date inserted therein: "The merchandise you have ordered is promised for delivery to you on or before (insert date or length of time agreed upon)." Exhibit 1.

60. Instead, in violation of N.J.A.C. 13:45A-5.2, the date is left blank.

⁹"[T]he statute applies to more than merely contracts, but also to warranties, notices or signs." DeHart v. US Bank, N.A., 811 F.Supp.2d 1038 (D.N.J., 2011).

61. This language is not in accordance with N.J.A.C. 13:45A-5.2 – and is an affirmative misstatement that violates plaintiff(s)' rights under the HFR.

THE FINALITY OF THE SALE LANGUAGE VIOLATION(S)

62. The contract states, in part:

- You may request a full refund on orders for stocked merchandise at any time up until the time we deliver the merchandise to you or until you pick it up.
- You may exchange or return any rug purchase within thirty (30) days from the date of delivery or pickup (07/10/2012) for a full refund provided you have your original sale receipt, the rug is in like-new condition and has not been otherwise used.
- You may cancel special orders within three (3) days after the order date (06/13/2012) and we will refund your Special Order Deposit in full. If you cancel your special order later than three (3) days after the order date (06/13/2012) we will refund your Special Order Deposit less the Special Order Fee with a Bob's Discount Furniture Gift Card. We cannot offer cash or credit card refunds on special orders. Exhibit 1.

63. This language is an affirmative misstatement of plaintiff(s)' rights under the HFR as the contract, in violation of the HFR: "contains any terms, such as 'all sales final,' 'no cancellations' or 'no refunds,' which violate or are contrary to the rights and responsibilities provided for by this rule." Exhibit 1; N.J.A.C. 13:45A-5.3.

64. This language also violates plaintiff(s)' rights under the HFR when defendant(s) seller fails to deliver all of the ordered merchandise to elect the "choice of (1)

canceling your order with a prompt, full refund of any payments you have made, or (2) accepting delivery at a specific later date.” Exhibit 1; N.J.A.C. 13:45A-5.1

Therefore, this language contradicts defendant(s)’ obligation to offer plaintiff(s)

“the choice of (1) canceling your order with a prompt, full refund of any payments you have made, or (2) accepting delivery at a specific later date.” Exhibit 1;

N.J.A.C. 13:45A-5.1.

65. For, when defendant(s) fail to deliver all of the ordered merchandise, plaintiff(s)

may elect the “choice of (1) canceling your order with a prompt, full refund of any payments you have made, or (2) accepting delivery at a specific later date.”

Exhibit 1; N.J.A.C. 13:45A-5.1 However, the contract claims that purchasers

only “may request a full refund on orders for stocked merchandise at any time up until the time we deliver the merchandise to you or until you pick it up.” Exhibit

1. Therefore, this language of the contract is an affirmative misstatement of plaintiff(s)’ right to either: (1) cancel the order for a prompt full refund of any payments that plaintiff(s) made or (2) accept delivery at a specific later date.

Exhibit 1; N.J.A.C. 13:45A-5.3; N.J.A.C. 13:45A-5.1.

66. That language also is an affirmative misstatement of the HFR’s prohibition

against language such as “all sales final,” “no cancellations” or “no refunds,” or

which violate or are contrary to the rights and responsibilities provided for by the HFR. Exhibit 1; N.J.A.C. 13:45A-5.3.

67. Further, the HFR does not require purchasers of household furniture to provide

the original sale receipt to secure a refund or exchange under the HFR and does not impose other restrictions on said purchaser’s return or exchange of

household furniture under the HFR. Exhibit 1; N.J.A.C. 13:45A-5.3; N.J.A.C. 13:45A-5.1.

68. However, the contract expressly conditions an “exchange or return any rug purchase within thirty (30) days from the date of delivery or pickup (07/10/2012) for a full refund” on plaintiff(s)’ having plaintiff(s)’ original sale receipt, on the rug being in like-new condition (even if, at time of delivery, it was not in such condition) and has not been otherwise used (even if, at time of delivery, it was not in such condition).

69. Therefore, this language of the contract is an affirmative misstatement of plaintiff(s)’ right to either: (1) cancel the order for a prompt full refund of any payments that plaintiff(s) made or (2) accept delivery at a specific later date. Exhibit 1; N.J.A.C. 13:45A-5.3; N.J.A.C. 13:45A-5.1.

70. That language also is an affirmative misstatement which violates the HFR’s prohibition against language such as “all sales final,” “no cancellations” or “no refunds,” or which violate or are contrary to the rights and responsibilities provided for by the HFR. Exhibit 1; N.J.A.C. 13:45A-5.3.

71. In addition, the contract limits plaintiff(s)’ cancellation of special orders within three (3) days after the order date to receive a refund your Special Order Deposit in full and if the special order is cancelled later than three (3) days after the order date, *defendant(s)* will only refund the Special Order Deposit less the Special Order Fee with a Bob’s Discount Furniture Gift Card and will not offer cash or credit card refunds on special orders. Exhibit 1.

72. For, when defendant(s) fail to deliver all of the ordered merchandise, plaintiff(s) may elect the "choice of (1) canceling your order with a prompt, full refund of any payments you have made, or (2) accepting delivery at a specific later date."

Exhibit 1; N.J.A.C. 13:45A-5.1 However, the contract claims that cancellation is required before the furniture's delivery date. Exhibit 1. Therefore, this language of the contract is an affirmative misstatement of plaintiff(s)' right to either: (1) cancel the order for a prompt full refund of any payments that plaintiff(s) made or (2) accept delivery at a specific later date. Exhibit 1; N.J.A.C. 13:45A-5.3; N.J.A.C. 13:45A-5.1.

73. That language also is an affirmative misstatement of the HFR's prohibition against language such as "all sales final," "no cancellations" or "no refunds," or which violate or are contrary to the rights and responsibilities provided for by the HFR. Exhibit 1; N.J.A.C. 13:45A-5.3.

74. For, the contract claims that defendant(s) will not give a full refund to plaintiff(s) but rather, will deduct a "Special Order fee". Exhibit 1.

75. Further, the contract claims that defendant(s) will not give a full refund to plaintiff(s) by refunding the money plaintiff(s) paid to defendant(s) in like kind – via the method in which plaintiff(s) paid for such an order - but instead, that defendant(s) will refund it only with a Bob's Discount Furniture Gift Card.

DEFENDANT(S)' AFFIRMATIVE MISSTATEMENTS VIOLATE THE HFR AND
THEREFORE, ARE PER SE CFA VIOLATIONS

76. As stated above, the HFR imposes per se CFA liability for violations of the HFR, as the HFR state, in pertinent part: "13:45A-5.4 VIOLATIONS; SANCTIONS

Without limiting the prosecution of any other practices which may be unlawful under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., any violation of the provisions of this subchapter shall be subject to the sanctions contained in said Consumer Fraud Act.” N.J.A.C. 13:45A-5.4.

77. Defendant(s), as a seller, creditor and/or lender, in the course of defendant(s)' business, offered to plaintiff(s) – a consumer – and entered into with plaintiff(s) – a consumer – the contract and gave or displayed a written consumer notice or sign after the effective date of the TCCWNA which included a provision and/or provisions that violates any clearly established legal right of plaintiff(s) - a consumer - or responsibility of defendant(s) - a seller, creditor and/or lender - a seller, creditor and/or lender - as established by State law (the HFR and CFA) at the time the offer was made and/or the consumer contract was signed or the notice was given or displayed.

78. Plaintiff(s) are “aggrieved” consumer(s) because defendant(s) - “a seller, lessor, creditor, lender or bailee offer[ed] to” plaintiff(s) - a consumer – and “enter[ed] into any written consumer contract” with plaintiff(s) and gave plaintiff(s) a written consumer notice after TCCWNA's effective date and the contract and notice included any provision that violates any clearly established legal right of a consumer or responsibility of a seller, lessor, creditor, lender or bailee as established by State or Federal law at the time the offer is made or the consumer contract is signed or the warranty, notice or sign is given or displayed.” N.J.S.A. 56:12-15; N.J.S.A. 56:12-17.

79. As stated above, a contract or notice that violates of a person's rights under the CFA equates with a TCCWNA violation. See *Bosland v. Warnock Dodge, Inc.*, 396 N.J. Super. 267, 278-79 (App. Div. 2007), *aff'd*, 197 N.J. 543 (2009); ("a consumer contract that violates a clearly established legal right under the CFA regulations is also a violation of the TCCWNA").

80. Like this case, *Bosland* involved a seller's violation of a CFA regulation adopted by the DCA. *Bosland v. Warnock Dodge, Inc.*, 396 N.J. Super. 267, 278-79 (App. Div. 2007), *aff'd*, 197 N.J. 543 (2009).¹⁰

81. Therefore, where, as here, plaintiff(s) allege sufficient facts to establish a violation of a state regulatory provision (i.e., violations of the HFR – which are in turn per se CFA violations), such allegations are "sufficient to establish a potential violation of the TCCWNA because a consumer contract that violates a clearly established legal right . . . is also a violation of the TCCWNA." *Bosland v. Warnock Dodge, Inc.*, 396 N.J. Super. 267, 278-79 (App. Div. 2007), *aff'd*, 197 N.J. 543 (2009); see also *United Cons. Fin. Serv. v. Carbo*, 410 N.J. Super. 280, 306 (App. Div. 2009) ("This court has held that the act of offering a consumer contract that violates a legal right of a consumer under the law is sufficient to establish a violation of this statute." (citation omitted)).

82. By giving the contract which includes language that violates plaintiff(s)' rights and which fails to include language mandated by the HFR as

¹⁰ In *Bosland*, the violation at issue concerned the Automotive Sales Practices regulations, N.J.A.C. 13:45A-26B.1 to -26B.2. See *Bosland v. Warnock Dodge, Inc.*, 396 N.J. Super. 267, 278-79 (App. Div. 2007), *aff'd*, 197 N.J. 543 (2009).

aforesaid – a violation of plaintiff(s)' rights, the contract supports a TCCWNA violation and further, is null and void and unenforceable.

N.J.A.C. 13:45A-5.3.

83. Accordingly, pursuant to N.J.A.C. 13:45A-5.3, plaintiff(s) seek a

declaration that the contract is null, void and unenforceable.

84. Pursuant to the UDJA, plaintiff(s) seek declaratory relief relative to said

violations.

PLAINTIFF(S)' COUNSEL SERVE AS PRIVATE ATTORNEYS GENERAL

85. Plaintiff(s) hired counsel and one or more statutes pled herein provide for fee

shifting for parties hiring counsel and prevailing under said statutes.

86. Accordingly, by representing plaintiff(s), plaintiff(s)' counsel serve plaintiff(s) as

private attorneys general. See *Lemelledo v. Beneficial Mgmt. Corp. of Am.*, 150

N.J. 255, 268 (1997). Otherwise, private claimants (such as those under the

TCCWNA and the CFA) would have to pay attorneys' fees and incur potentially

considerable expense for a potentially small recovery. See, e.g., *Skeer v. EMK*

Motors, Inc., 187 N.J. Super. 465, 470 (App. Div. 1982)(discussing fee shifting

under the CFA); *Chattin v. Cape May Greene, Inc.*, 243 N.J. Super. 590, 610

(App. Div. 1990), *aff'd o.b.*, 124 N.J. 520 (1992) (citing *Coleman v. Fiore Bros.*,

Inc., 113 N.J. 594, 598 (1989))(same); *Furst v. Einstein Moomjy*, 182 N.J. 1, 21

(2004)(same).

87. Since counsel for private fee shifting claimants such as plaintiff(s)' counsel act as

private attorneys general, plaintiff(s) bringing a private action such as this case

may seek the remedy of counsel fees for the statutory violations pled herein not

only as those violations affect the named plaintiff(s) but also for other claimants.

See, e.g., *Laufer v. U.S. Life Ins. Co.* in N.Y., 385 N.J. Super. 172, 185 (App. Div. 2006).

CLASS ACTION CERTIFICATION ALLEGATIONS

COMMON TO THE TCCWNA

CAUSE OF ACTION PLED AGAINST DEFENDANT(S)

88. Plaintiff(s) repeat all paragraphs set forth above as if set forth herein in full.

89. Plaintiff(s) bring this action pursuant to Rule 4:32 on behalf of plaintiff(s) and on behalf of the class members, with the class being composed of a class of all other persons similarly situated to plaintiff(s) and who were issued/received contracts of the same kind and in the same way as plaintiff(s) (the contracts).

90. Plaintiff(s) propose a class as follows - all New Jersey citizens who both purchased “household furniture” as defined by the HFR, which “includes, but is not limited to, furniture, appliances, and such items as carpets and draperies,” see N.J.A.C. 13:45A-5.1, from BOB’s retail store located at 958 Route 22 East, North Plainfield, Somerset County, New Jersey 07060 in New Jersey and who received contracts from BOB from BOB’s retail store located at 958 Route 22 East, North Plainfield, Somerset County, New Jersey 07060 with the same language as the contract that violates the HFR as stated above from a period six years prior to the filing of the complaint.

91. Defendant(s)’ actions are not isolated.

92. Defendant(s)’ actions have affected similarly situated individuals throughout the State of New Jersey.

93. Defendant(s) acted on grounds generally applicable to the class members, thereby justifying relief against defendant(s) for the class members as whole.

94. Plaintiff(s) are members of the class that they seek to represent.

95. The class is believed to number thousands of persons and their joinder is impracticable, except by via a class action.

96. The disposition of the claims of the class in a class action will benefit both the parties and the Court.

97. There are questions of law and/or fact common to the class predominating over any question affecting only individual class members as to whether defendant(s) are liable to plaintiff(s) for violation of New Jersey law. For instance, are defendant(s) liable for the TCCWNA violations and the declaratory judgment cause of action pled in the complaint?

98. Class certification is also appropriate because defendant(s) acted on grounds generally applicable to the class, making appropriate equitable injunctive relief with respect to plaintiff(s) and the class members.

99. Specifically, plaintiff(s) seek injunctive relief via a court judgment or order requiring an end to the unlawful practices and/or the issuance of a corrective notice to the class members.

100. Plaintiff(s)' claims are typical of the claims of the class insofar as named class representatives and the members of the class were similarly exposed to the statutory harms alleged herein and were similarly injured and/or face similar risks therefrom.

101. The proposed class representatives state a claim upon which relief can be granted that is typical of the claims of absent class members. If brought and prosecuted individually, the claims of each class member would necessarily require proof of the same material and substantive facts, rely upon the same remedial theories, and seek the same relief.

102. Plaintiff(s) will fairly and adequately represent the interests of the class insofar that the plaintiff(s)' claims are typical of those of the class members.

103. Plaintiff(s) are committed to the vigorous representation of the class members.

104. Plaintiff(s) retained counsel experienced and skilled in consumer law and class action litigation.

105. Counsel agreed to advance the costs of the litigation contingent upon the outcome.

106. Plaintiff(s) have no conflict of interest in the maintenance of this class action.

107. If the matter is maintained as a class action, it shall provide for a fair and efficient adjudication of this dispute.

108. The claims and remedial theories pursued by the named class representative are sufficiently aligned with the interests of absent class members to ensure that the individual claims of the class will be prosecuted with diligence and care by the individual plaintiff(s) as class representatives.

109. Contrawise, especially in view of the small dollar amounts in controversy relative to the individual plaintiff(s)' claims, it would be impracticable and undesirable for each member of the class who suffered harm to bring a separate action.

110. Further, the maintenance of separate actions in lieu of the instant proposed class action would place a substantial and unnecessary burden on the courts and could result in inconsistent adjudications.

111. Contrawise, a single class action such as the instant proposed class action can determine the rights of all class members while economizing judicial resources.

112. Moreover, as plaintiff(s) invoked the TCCWNA and have pled a prima facie case for the violation of same, the policy goals behind the TCCWNA (and the HFR and CFA which are implicated by the TCCWNA violation) provide further reason for permitting class action certification of the instant action.

113. The benefits of adjudicating this case via a class action far outweigh any difficulties in management of the case as a class action.

114. Class action treatment of this case is a superior method for the fair and efficient adjudication of this dispute because:

- individual claims by the class members are impractical as the costs of pursuit far exceed what any one plaintiff or class member has at stake;
- as a result, there has been no other litigation over the controversies herein;
- individual members of the class have no interest in prosecuting and controlling separate actions; and
- the proposed class action is manageable.

115. This matter does not invoke CAFA, since the sums sought by the class members and the matter in controversy does not exceed the sum or value of \$5,000,000, exclusive of interest and costs.

COUNT 1

TRUTH-IN-CONSUMER CONTRACTS, WARRANTY AND NOTICE ACT VIOLATION

– AFFIRMATIVE MISSTATEMENT OF DELIVERY DATE LANGUAGE

116. Plaintiff(s) repeat all of the allegations contained in the previous paragraphs as if fully set forth herein.

117. This count is brought on behalf of plaintiff(s) individually and the class.

118. As stated more fully above, the TCCWNA applies to plaintiff(s) and the class and defendant(s) and the documents. N.J.S.A. 56:12-15.

119. Because the contract affirmatively misstates plaintiff(s)' rights under the HFR regarding delivery of household furniture (using blanks/language is not in accordance with N.J.A.C. 13:45A-5.2 as aforesaid), such misconduct is actionable as violations of the TCCWNA.

120. Via this action, plaintiff(s) and the class seek relief pursuant to the TCCWNA.

WHEREFORE, Plaintiff(s) demand judgment against defendant(s) for a statutory penalty of at least \$100.00 for each TCCWNA violation, injunctive relief to end the aforesaid illegal misconduct, attorney's fees, interest, costs of suit and any other legal and equitable relief that the Court deems appropriate.

COUNT 2

TRUTH-IN-CONSUMER CONTRACTS, WARRANTY AND NOTICE ACT VIOLATION

**– AFFIRMATIVE MISSTATEMENT OF FINALITY OF SALE LANGUAGE - REFUNDS
ON ORDERS FOR STOCKED MERCHANDISE**

121. Plaintiff(s) repeat all of the allegations contained in the previous paragraphs as if fully set forth herein.

122. This count is brought on behalf of plaintiff(s) individually and the class.

123. As stated more fully above, the TCCWNA applies to plaintiff(s) and the class and defendant(s) and the documents. N.J.S.A. 56:12-15.

124. Because the contract affirmatively misstates plaintiff(s)' rights under the HFR regarding the finality of the sale as to refunds on orders for stocked merchandise (language is not in accordance with N.J.A.C. 13:45A-5.3 and N.J.A.C. 13:45A-5.1 as aforesaid), such misconduct is actionable as violations of the TCCWNA.

125. Via this action, plaintiff(s) and the class seek relief pursuant to the TCCWNA.

WHEREFORE, Plaintiff(s) demand judgment against defendant(s) for a statutory penalty of at least \$100.00 for each TCCWNA violation, injunctive relief to end the aforesaid illegal misconduct, attorney's fees, interest, costs of suit and any other legal and equitable relief that the Court deems appropriate.

COUNT 3

TRUTH-IN-CONSUMER CONTRACTS, WARRANTY AND NOTICE ACT VIOLATION – AFFIRMATIVE MISSTATEMENT OF FINALITY OF SALE LANGUAGE - REFUNDS REQUIRING AN ORIGINAL SALE RECEIPT

126. Plaintiff(s) repeat all of the allegations contained in the previous paragraphs as if fully set forth herein.

127. This count is brought on behalf of plaintiff(s) individually and the class.

128. As stated more fully above, the TCCWNA applies to plaintiff(s) and the class and defendant(s) and the documents. N.J.S.A. 56:12-15.

129. Because the contract affirmatively misstates plaintiff(s)' rights under the HFR regarding the finality of the sale as to refunds requiring an original sale receipt

(language is not in accordance with N.J.A.C. 13:45A-5.3 and N.J.A.C. 13:45A-5.1 as aforesaid), such misconduct is actionable as violations of the TCCWNA.

130. Via this action, plaintiff(s) and the class seek relief pursuant to the TCCWNA. WHEREFORE, Plaintiff(s) demand judgment against defendant(s) for a statutory penalty of at least \$100.00 for each TCCWNA violation, injunctive relief to end the aforesaid illegal misconduct, attorney's fees, interest, costs of suit and any other legal and equitable relief that the Court deems appropriate.

COUNT 4

TRUTH-IN-CONSUMER CONTRACTS, WARRANTY AND NOTICE ACT VIOLATION – AFFIRMATIVE MISSTATEMENT OF FINALITY OF SALE LANGUAGE - REFUNDS ON SPECIAL ORDERS

131. Plaintiff(s) repeat all of the allegations contained in the previous paragraphs as if fully set forth herein.

132. This count is brought on behalf of plaintiff(s) individually and the class.

133. As stated more fully above, the TCCWNA applies to plaintiff(s) and the class and defendant(s) and the documents. N.J.S.A. 56:12-15.

134. Because the contract affirmatively misstates plaintiff(s)' rights under the HFR regarding the finality of the sale as to refunds on special orders (language is not in accordance with N.J.A.C. 13:45A-5.3 and N.J.A.C. 13:45A-5.1 as aforesaid), such misconduct is actionable as violations of the TCCWNA.

135. Via this action, plaintiff(s) and the class seek relief pursuant to the TCCWNA. WHEREFORE, Plaintiff(s) demand judgment against defendant(s) for a statutory penalty of at least \$100.00 for each TCCWNA violation, injunctive relief to end the

aforesaid illegal misconduct, attorney's fees, interest, costs of suit and any other legal and equitable relief that the Court deems appropriate.

COUNT 5

**DECLARATORY JUDGMENT FOR PLAINTIFF(S) AND THE CLASS RELATIVE TO
TCCWNA VIOLATIONS PLED IN ALL COUNTS OF THE COMPLAINT**

136. Plaintiff(s) repeat all of the allegations contained in the previous paragraphs as if fully set forth herein.

137. This count is brought on behalf of plaintiff(s) individually and the class.

138. Pursuant to the Uniform Declaratory Judgments Law, N.J.S.A. 2A:16-50, et seq. (UDJL), relief based on a declaratory judgment may be granted whenever necessary or proper, by application to a court having jurisdiction to grant the relief.

139. The UDJL's purpose is to settle and afford relief from uncertainty and insecurity with respect to rights, status and other legal relations. N.J.S.A. 2A:16-51.

140. The UDJL is a remedial device designed to expedite the definitive establishment of private rights and duties thereby forestalling the emergence of costly and cumbersome proceedings. *Middlesex County Sewerage Authority v. Middlesex*, 74 N.J. Super. 591, 181 (Law Div. 1962), affirmed by 79 N.J. Super. 24 (App. Div. 1963).

141. The UDJL is liberally construed and administered, and shall be so interpreted and construed as to effectuate its general purpose to make uniform the law of those states which enact it, and to harmonize, as far as possible, with federal

laws, rules and regulations on the subject of declaratory judgments. N.J.S.A.

2A:16-51.

142. Plaintiff(s) are persons as defined by the UDJL. N.J.S.A. 2A:16-50.

143. Under the UDJL, a person interested under a written contract or other writing constituting a contract, or whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise, may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract or franchise and obtain a declaration of rights, status or other legal relations thereunder. N.J.S.A. 2A:16-53.

144. This matter is ripe for adjudication via the UDJL because there is a justiciable controversy between interested and adverse parties upon facts that are neither future, contingent, nor uncertain. *New Jersey Mfrs. Ins. Co. v. McDermott*, 201 N.J. Super. 251 (Law Div. 1985).

145. In the proper case, a claimant is entitled to a declaratory judgment. See *Straut v. Calissi*, 293 F. Supp. 1339 (D.N.J. 1968).

146. Plaintiff(s) and the class hereby seek a declaratory judgment declaring as illegal defendant(s)' aforesaid TCCWNA violations. See N.J.S.A. 2A:16-59.

WHEREFORE, Plaintiff(s) demand judgment against defendant(s) for a declaratory judgment, injunctive relief to end the aforesaid illegal misconduct and to the extent available under the UDJL and any other legal and equitable relief that the Court deems appropriate.

JURY DEMAND PURSUANT TO R. 4:35-1

Pursuant to R. 4:35-1, relative to all issues pled in the instant action that are so triable,

the parties submitting this pleading for filing hereby demand a trial by six (6) jurors.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, **LEWIS G. ADLER, ESQ.** is designated as trial counsel in this matter for the parties submitting this pleading for filing.

NOTICE PURSUANT TO R. 1:5-1(a) AND R. 4:17-4(c)

Take notice that, pursuant to R. 1:5-1(a) and R. 4:17-4(c), the parties submitting this pleading for filing hereby demand that each party named in the complaint that serves or receives pleadings of any nature (including discovery requests) to or from any other party to the action, forward copies of same along with any documents provided in answer or response thereto to counsel for the parties submitting this pleading for filing and take notice that this is a continuing demand.

NOTICE PURSUANT TO R. 1:7-1(b)

PLEASE TAKE NOTICE that to the extent applicable to this case, the parties submitting this pleading for filing may, at the time of closing argument, suggest to the trier of fact with the respect to any element of damages, that unliquidated damages be calculated on a time-unit basis, without reference to a specific sum.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATION PURSUANT TO R. 4:5-1(2) and (3)

Pursuant to R. 4:5-1(2) and (3), LEWIS G. ADLER hereby certifies that:

1. I am an attorney at law of the State of New Jersey.
2. I am counsel for the parties submitting this pleading for filing in this case and am personally familiar with the facts recited herein as a result of my being said counsel and from handling this case for my clients.
3. Upon my initial review of this matter, the matters in controversy in this action are not the subject of any other action pending in any other court or of a pending arbitration proceeding, that no other action or arbitration proceeding is currently contemplated and that I am unaware of any other parties who currently should be joined to this action.
4. Confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

"I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment."

DATED: May 2, 2016

LEWIS G. ADLER, ESQUIRE

LEWIS G. ADLER

Exhibit 1

I JUST LOVE SAVING MONEY! DON'T YOU?

BOB'S DISCOUNT FURNITURE

958 ROUTE 22 EAST
NORTH PLAINFIELD
(908)821-1261
www.mybobs.com

NJ 07060

CREDIT MEMO REQUEST: 60572725

Customer #: 1999795

Sold To : IVAN GONZALES
87 HOPKINSON AVE
PISCATAWAY
HOME PHONE: (732)529-5666

NJ 08854

Sales Associate(s): TEST SALES ASSOCIATE

Ship To: IVAN GONZALES
87 HOPKINSON AVE
PISCATAWAY
TELEPHONE: (732)529-5666

NJ 08854

Article	Description	Good Proof	Purchase Date	Quantity	Unit Price	Ext. Price	Delivery	Delivery Date
10700030	CUSTOMER CREDIT/DEBIT		07/14/2012	1	256.80	256.80	Take With	
						Sub-Total	256.80	
						Total	256.80	
						WFL4 NO INT OPT 12M	256.80	
						Balance	0.00	

Customer to pick up from IVAN GONZALES

Order to be paid in full prior to pick up.

Thank you, Test Sales Associate

Order Reason: CM-Refund Agnst Customer Balanc Stor Use

Customer Signature _____ Date _____

Financed by: Wells Fargo Financial National Bank

Amt. Financed: \$ 256.8

Approval #: REFUND

Plan: 4200

Merchant: Bobs Discount Furniture, N. PLAINFIELD, NJ

WF Account #: *****8836

The merchandise you have ordered is promised for delivery to you on or before _____

If the merchandise ordered by you is not delivered by the promised delivery date, Bob's Discount Furniture must offer you the choice of (1) cancelling your order with a prompt, full refund of any payments you have made, or (2) accepting delivery at a specific later date.

The above information is accurate. Customer Signature _____

For service after delivery please call Bob's Customer Care line at (800)568-1284

The information contained on the subsequent pages of this document is an integral part of the agreement between the buyer and the seller.

Page 1 of 3

and Setup

er furniture for "free", and retailers who advertise "free" imply hidden the cost in the price of the product. Our give you a choice regarding delivery, so if you opt for , we will charge you a reasonable fee separately.

ust accept delivery within three weeks after we notify at your merchandise is available or else we cannot see that your merchandise will be available at the you want delivery.

ay schedule your delivery through the store where placed your order either in person or by phone. We st that you pick a delivery day that provides you with flexibility in the event that our delivery team is ectedly delayed.

Automated system will call you one to two days before delivery with your estimated delivery time within a three timeframe. You can also track your delivery on our e at www.mybobs.com/deliverytracker If ive any other questions regarding your delivery before livery day, please contact the store where you placed rder.

ite your delivery using a state of the art computer r which helps ensure that your delivery will arrive t is scheduled, but traffic conditions and inclement er can affect the arrival time of your delivery. Please stand that our time window is not a guarantee.

quire that someone 18 years or older be at home to t your delivery.

ust ensure that the area where you want the furniture l is clear. For liability reasons, our delivery team t move or remove your own furniture.

ll remove your old mattress and foundation when we any new mattress if you want us to do so.

ll set up your new furniture at time of delivery ng any required assembly.

our delivery team is ready to leave your home, we will u to confirm that your delivery was totally satisfactory ere was a problem, to immediately speak with a mer Care representative. Our delivery team will guide rough this phone-in process before they leave your and we ask that you allow them to use your phone to this toll free call.

Know Your Measurements

We want you to be totally satisfied with your new furniture and/or mattress purchase. Before you confirm your delivery date, take the measurements of the purchased items and ensure that they will properly fit in your room, and through your doorways and hallways. We don't want you disappointed if you later find your purchased items cannot be put into your home as you had planned.

Service Claims - (800) 569-1284

If you become aware of any problem after the delivery team has left your home, you must call our Customer Care team at (800) 569-1284 within 3 days from the date of delivery. Please have your sales order number available when making this call. Our Customer Care representative will work with you to schedule a visit by one of our Service Technicians to assess and remedy the problem as quickly as possible.

Merchandise Pick-Up

Merchandise can be picked up at our Taftville, CT Distribution Center or at other convenient locations. You may call the store where you made your purchase for directions to a pick-up facility near you, or you can check our website at www.mybobs.com.

- You must make full payment on your order at one of our stores before we can schedule your order for pick-up.
- You may schedule a time for pick-up at the same time you place and fully pay for your order. Otherwise, you should call the store at least three (3) days in advance of your desired pick-up date so we can have your order ready for you provided it is paid in full. Please note that we cannot accept payments at our Distribution Center or pick up centers.
- When you arrive at the pick-up location, we will require that you have proper identification. Please bring a copy of your sales order with you.
- You must come with a vehicle that can safely transport your furniture, and you must bring rope and padding or other packing material. Our warehouse personnel will assist you in loading your vehicle, but it will be your responsibility to secure the merchandise. We cannot assume any liability for injury or damage to you, your vehicle or others arising from your loading or transport of merchandise that you pick up.
- Please be sure to inspect the merchandise prior to loading because we cannot accept claims for damage after you have left the pick-up center.

Customer Services - (800) 569-1284

We have built our reputation and we pride ourselves on providing excellent service to our customers. While we must adhere to certain defined guidelines regarding refunds, exchanges and special order handling, we sincerely want you to be happy with your purchase.

Our professional Customer Care and Service Technician Teams are committed to ensuring that your total Bob's experience after the time you place your order in the store meets with your total satisfaction.

If you have any questions or problems concerning your purchase or its delivery after the time of delivery, please call my Customer Care Department at (800) 569-1284 and one of our trained Customer Care representatives will assist you.

Goof Proof Protection Plan

If you purchased the Goof Proof Protection Plan, your contract identifies the types of damages covered under this program.

Please Remember To:

- Only call Guardian at (800) 538-9500 to report stains or damages to your Furniture within thirty (30) days of occurrence.
- Only call FabricTech at (800) 758-8563 to report stains or damages to your Mattress within thirty (30) days of occurrence.
- Keep your sales receipt for proof of purchase and copy of your protection plan.

If you did not purchase our Goof Proof Protection Plan and would like to add it to your order, you may call the store where you purchased up to the day before your delivery or pick-up.

Price Protection Plan

For your convenience, we offer you a "Price Protection" plan to assist with your furniture purchase. This program locks the price of the furniture for up to one full year at no cost to you, and we do not charge interest or fees even if the price of the furniture goes up. All you need to do is make equal monthly payments for up to one year, and we will send you a billing monthly, as a reminder. Once you have fully paid for your purchase, you will be ready to take delivery. However, since our Price Protection Plan does not have your order specifically set aside like in a lay-a-way plan, we ask that you give us 30 days notice prior to your wanting delivery (or pick-up) so that our merchandising team can get your order ready for you. While we ask for thirty (30) days notice, we will be able to get it to you much sooner in most cases. Please see our Price Protection Agreement for more details.

Invoice Number: **80572725**

Track your delivery online. Go to www.mybobs.com/deliverytracker

Refunds and Cancellations Policy

You may request a full refund on orders for stocked merchandise at any time up until the time we deliver the merchandise to you or until you pick it up.

You may exchange or return any rug purchase within thirty (30) days from the date of delivery or pickup (08/13/2012) for a full refund provided you have your original sales receipt, the rug is in like-new condition and has not been otherwise used.

You may cancel special orders within three (3) days after the order date (07/17/2012) and we will refund your Special Order deposit in full. If you cancel your special order later than three (3) days after the order date (07/17/2012), we will refund your Special Order Deposit less the Special Order Fee with a Bob's Discount Furniture Gift Card. We cannot offer cash or credit card refunds on special orders.

For any refund you may accept a Bob's Discount Furniture Gift Card. For non-gift card refunds, except as otherwise noted, we will credit the same credit card account on which you charged the original transaction, or we will mail you a refund check from our Corporate Offices within fourteen (14) days if you had made your payment by Cash, Check, Travelers Cheque, Money order or Debit card. We will only issue checks to the person (s) listed on the original sales order.

Mattress Satisfaction Policy

Our goal is to do our best to ensure that you are happy with your mattress purchase. In the unlikely event that your mattress has a manufacturing defect, we will replace it during the stated manufacturer's warranty period.

If you are unhappy with the comfort of your mattress after having slept on it for thirty (30) days, please call our Customer Care Center at (800) 569-1284 anytime after thirty (30) days but before sixty (60) days of your delivery and one of our representatives will assist you with making a reselection. We will charge or credit you for any differences between the prices of delivery for the re-selected mattress and pick-up of the original mattress. If you do not reselect another mattress, we will refund the full purchase price less our prevailing mattress delivery fee.

Service Policy

We guarantee that our products will be free from manufacturing defects for one year from date of delivery or pickup, but if the manufacturer warranty is longer than one year, we will honor it under this Service Policy. Merchandise purchased from our "Pit" Clearance Centers is excluded from this guarantee. You must report any manufacturing defects to our Customer Care Team within one (1) year of your purchase, and a Customer Care representative will schedule one of our Service Technicians to inspect the item and repair it at no cost to you. If the Service Technician determines that the manufacturing defect is not repairable, we will replace the product. If the item is not currently available, we will refund the purchase price. After one year or after the expiration of the manufacturer's warranty, we will make a best-effort attempt to service any defects on merchandise at no service call cost to you when the merchandise is located at the address to which it was originally delivered, but we reserve the right to bill you for any required replacement parts.

Customer's Signature: _____



958 ROUTE 22 EAST
NORTH PLAINFIELD
(908)821-1261
www.mybobs.com

NJ 07060

\$750.00
60556965

STANDARD ORDER: 1785253
Customer #: 1999795

Sold To: IVAN GONZALES
87 HOPKINSON AVE
PISCATAWAY
HOME PHONE: (732)529-5666

NJ 08854

Sales Associate(s): MICHAEL LEWIS

Ship To: IVAN GONZALES
87 HOPKINSON AVE
PISCATAWAY
TELEPHONE: (732)529-5666

NJ 08854

Article	Description	Goof Proof	Purchase Date	Quantity	Unit Price	Ext. Price	Delivery	Delivery Date
20011608	GALAXY RAF PR/AR/AC/WIC/LAF C GRAY RE		08/10/2012	1	1,999.00	1,999.00		
20010711018	RAF PWR RECL-882-08P-808-14 GREY	Accepted	06/10/2012	1	425.00	0.00	Delivery	06/15/2012
20010711004	LAF RECL CHAISE-882-89-808-14 GREY	Accepted	06/10/2012	1	534.00	0.00	Delivery	06/15/2012
20010711012	ARMLS PWR RECL-882-92P-808-14 GREY	Accepted	06/10/2012	1	370.00	0.00	Delivery	06/15/2012
20010711002	ARMLS CHAIR-882-80-808-14 GREY	Accepted	06/10/2012	1	240.00	0.00	Delivery	06/15/2012
20010711020	WEDGE-882-84-808-14 GREY	Accepted	06/10/2012	1	330.00	0.00	Delivery	06/15/2012
20010711008	CONSOLE-882-47-808-14 GREY	Accepted	06/10/2012	1	100.00	0.00	Delivery	06/15/2012
19700002	FCP-BD-1PO5 GOOF PROOF KIT		06/10/2012	1	0.00	0.00	Take With	06/10/2012
19500307	FULL BED		06/10/2012	1	299.00	299.00		
17985	FULL RAILS LV1-PRO/R-FL-TC-PROVIDENCE	Declined	06/10/2012	1	90.00	0.00	Delivery	06/15/2012
626165	FULL FOOTBOARD LV1-PRO/F-FL-TC-PROVIDENC	Declined	06/10/2012	1	100.00	0.00	Delivery	06/15/2012
707354	FULL HEADBOARD LV1-PRO/H-FL-TC-PROVIDENC	Declined	06/10/2012	1	109.00	0.00	Delivery	06/15/2012
19500484	FULL SET OF BEDDING		06/10/2012	1	699.00	699.00		
219584	FULL MATTRESS PT103640D CIRBUS PLUSH	Declined	06/10/2012	1	480.90	0.00	Delivery	06/15/2012

The merchandise you have ordered is promised for delivery to you on or before _____

If the merchandise ordered by you is not delivered by the promised delivery date, Bob's Discount Furniture must offer you the choice of (1) cancelling your order with a prompt, full refund of any payments you have made, or (2) accepting delivery at a specific later date.

For service after delivery please call Bob's Customer care line at (800)569-1284

The information contained on the reverse side of this document is an integral part of the agreement between the buyer and the seller.



68471	FULL FOUNDATION 12115040	Declined	06/10/2012	1	218.10	0.00	Delivery	08/15/2012
-------	--------------------------	----------	------------	---	--------	------	----------	------------

SPECIAL INSTRUCTIONS

ALL DAY DELIVERY SERVICE.

Track your delivery online. Go to www.mybobs.com/deliverytracker

Thank you, MICHAEL LEWIS

Goof Proof	199.99
Delivery	229.99
Sub-Total	3,426.98
Tax	239.90
Total	3,666.88
Visa Card	1,100.00
WFL4 NO INT OPT 12M	2,566.88
Balance	0.00

This transaction is under your Credit Card Agreement with Wells Fargo Financial National Bank (the "Bank"). You give the Bank a purchase-money security interest on merchandise purchased in this transaction.
 NO INTEREST OPTION FOR 12 MONTHS WITH REGULAR PAYMENTS. NO INTEREST IF PAID IN FULL IN 12 MONTHS. IF THE BALANCE IS NOT PAID IN FULL IN 12 MONTHS, INTEREST WILL BE IMPOSED FROM THE DATE OF PURCHASE AT A RATE OF 27.99%. THIS APR WILL VARY WITH THE MARKET BASED ON THE PRIME RATE.

Customer Signature _____ Date _____

Financed by: Wells Fargo Financial National Bank

Amt. Financed: \$ 2566.88

Approval # : 010372

Plan: 4200

Merchant: Bobs Discount Furniture, N.PLAINFIELD, NJ

WF Account # : *****8836

The merchandise you have ordered is promised for delivery to you on or before _____

If the merchandise ordered by you is not delivered by the promised delivery date, Bob's Discount Furniture must offer you the choice of (1) cancelling your order with a prompt, full refund of any payments you have made, or (2) accepting delivery at a specific later date.

The above information is accurate. Customer Signature _____

For service after delivery please call Bob's' Customer care line at (800)569-1284

The information contained on the reverse side of this document is an integral part of the agreement between the buyer and the seller.

Invoice Number: 1785253

Track your delivery online. Go to www.mybobs.com/deliverytracker

Refunds and Cancellations Policy

You may request a full refund on orders for stocked merchandise at any time up until the time we deliver the merchandise to you or until you pick it up

You may exchange or return any rug purchase within thirty (30) days from the date of pickup (07/10/2012) for a full refund provided you have your original sales receipt, the rug is in like-new condition and has not been otherwise used.

You may cancel special orders within three (3) days after the order date (06/13/2012) and we will refund your Special Order deposit in full. If you cancel your special order later than three (3) days after the order date (06/13/2012), we will refund your Special Order Deposit less the Special Order Fee with a Bob's Discount Furniture Gift Card. We cannot offer cash or credit card refunds on special orders.

For any refund you may accept a Bob's Discount Furniture Gift Card. For non-gift card refunds, except as otherwise noted, we will credit the same credit card account on which you charged the original transaction, or we will mail you a refund check from our Corporate Offices within fourteen (14) days if you had made your payment by Cash, Check, Travelers Cheque, Money order or Debit card. We will only issue checks to the person (s) listed on the original sales order.

Mattress Satisfaction Policy

Our goal is to do our best to ensure that you are happy with your mattress purchase. In the unlikely event that your mattress has a manufacturing defect, we will replace it during the stated manufacturer's warranty period.

If you are unhappy with the comfort of your mattress after having slept on it for thirty (30) days, please call our Customer Care Center at (800) 569 - 1284 anytime after thirty (30) days but before sixty (60) days of your delivery and one of our representatives will assist you with making a reselection. We will charge or credit you for any differences between the prices of delivery for the re-selected mattress and pick-up of the original mattress. If you do not reselect another mattress, we will refund the full purchase price less our prevailing mattress delivery fee.

Service Policy

We guarantee that our products will be free from manufacturing defects for one year from date of delivery or pickup, but if the manufacturer warranty is longer than one year, we will honor it under this Service Policy. Merchandise purchased from our "Pit" Clearance Centers is excluded from this guarantee. You must report any manufacturing defects to our Customer Care Team within one (1) year of your purchase, and a Customer Care representative will schedule one of our Service Technicians to inspect the item and repair it at no cost to you. If the Service Technician determines that the manufacturing defect is not repairable, we will replace the product. If the item is not currently available, we will refund the purchase price. After one year or after the expiration of the manufacturer's warranty, we will make a best-effort attempt to service any defects on merchandise at no service call cost to you when the merchandise is located at the address to which it was originally delivered, but we reserve the right to bill you for any required replacement parts.

Customer's Signature: _____

Order information will be mailed to: _____

Will your new sleep set FIT in your home?

Mattresses bend; foundations do not. Have you ever had a tight delivery?

What size foundation is in your room now?

_____ I was told about split foundations.

Wow! These BEDS are soooo BIG! Thicker mattresses are here to stay!

Today's mattresses have more upholstery layers to give you more comfort and conformance. Without these extraordinary upholstery layers, today's mattresses would not be as comfortable. My Bob's Mattresses are the best values in the world! They are designed to be more comfortable and thicker than your current mattress. Will you need a low profile foundation?

_____ I was told to expect this mattress to be thicker and higher than my current mattress.

Give it TIME!

You will probably experience an adjustment period with your new mattress. This is normal. Up to 30 days is to be expected. Please give it time. The benefit will be good quality night's sleep.

_____ I was told to expect an adjustment period with my mattress.

Making GOOD Impressions!

Your new mattress will conform to your body and make expressions. This is good; body impressions are normal in today's thick mattresses. Like a pair of shoes, the conformance adds to the comfort. This is an indication that the mattress is doing it's job and contouring to the shape of your body.

_____ I was told to expect body impressions in my new mattress.

ROTATE your mattress!

Just like tires on your car, your new mattress may wear evenly if rotated on a regular basis. This will enhance the performance of you new mattress.

_____ I was told to rotate my new mattress regularly.

RELAX AND ENJOY!

Congratulations! Start sleeping better and feeling better with your new mattress. REMEMBER, my Bob's Generic Mattresses are backed by a superior manufacturer's warranty. Please save your warranty card that you will receive on your new mattress at the time of delivery for future reference.

Customer Signature

Bob's Associate

Sales Order Number



Visa Card \$1,100.00

Merchant ID 000008315917

42*****8891

Ref # 162284134722

Date 06/10/2012 Time 13:47:23

Approval Code 044713

Card Holder's Name GONZALEZMERCEDES C

I agree to pay the amount above according to card issuer agreement.

Cardholder Signature

Customer Copy

ASTIC SERVICE!

Case 3:16-cv-03904-PGS-LHG Document 1-1 Filed 06/30/16 Page 48 of 54 PageID: 62

Questions?

Give a call to Bob's
Customer Care Hotline!
1-800-569-1284

Wait?

Free
Tracking!

BS.COM

Assembly?

When Bob's delivers
assembling your furniture
is HISTORY!

End
delivery!

Team will clean
up their mess!

Dear Valued Customer,

*Thank you for making my
Bob's Discount Furniture part of
your home. I know you will enjoy
your new furniture for many years.*

*If you have any questions don't
hesitate to call my:*

*Customer Care Hotline
1-800-569-1284*

*Thanks!
BOB*

**Bob wants YOU to know...
THIS IS THE WAY IT IS!**

**NO PHONY GIMMICKS!
JUST PURE VALUE!**

I'VE GOT YOU COVERED!



BOB'S DISCOUNT
FURNITURE

BOB'S DISCOUNT FURNITURE

off Mon Tues
Michael Lewis Jr.

Sales

958 Route 22 East
North Plainfield, NJ 07060

wed Sun 1pm
Phone (908) 821-1261
Fax (908) 755-0162

www.MyBobs.com

Customer Service: 800-459-8451
Automated Service available 24/7
Monday-Friday: 8AM-6PM Central Time
Saturday, Sunday & Holidays: Closed

Payment Options:

- **Pay by Phone:** 800-459-8451
- **Online Payments:** wellsfargofinancial.com
- **Mail:** Refer to your statement for the remittance address.

Merchants are not able to accept or process payments.

© 2011 Wells Fargo Financial National Bank. All rights reserved.

BOB'S Goof Proof Protection Plan



Accidents WILL Happen.

You can protect a single piece of furniture or a whole house full!

Realizing that you may purchase several types of furniture at one time, Bob partnered with Guardian to create Goof Proof protection that covers it all! With **Bob's 5 year Goof Proof Protection Plan**, you receive a Care Kit that contains two eco-friendly, 8 oz. bottles of Crypton furniture care products.

To Request Service:

Call 1-800-538-9500 (Bob's Hot-line) to request service.

Report your service request within thirty (30) days of the date the stain or damaged occurred.

Bob's 5 Year Goof Proof Protection Plan provides comprehensive coverage against stains, damages on leather, fabric & vinyl upholstered furniture, wood & other hard surface furniture. Even with careful use, furniture can get damaged. It lets you live with the furniture you love, instead of around it.

Coverage for these types of accidental stains & damages*

	Fabric	Leather	Wood/ Hard Surface	Area Rugs
Food or beverage stains	X	X	X	X
Stains from human & pet bodily fluids	X	X		X
Stains from grass & grease	X	X		X
Stains from ballpoint pen ink & marker	X	X		
Stains from gum, nail polish & nail polish remover	X	X	X	X
Stains from cosmetics, lipstick & crayon	X	X		X
Rips, tears, cuts, burns & punctures	X	X		
Breakage of frames, springs, sleeper, reclining heating & vibrating mechanisms**	X	X		
Breakage of the wood frame or structure or other hard surface			X	
Gouge, chip, burn, heat mark or any liquid mark			X	
Checking, cracking, bubbling or peeling of finish			X	
Chip, scratch, or breakage of glass or mirror components			X	
Loss of silvering on mirrors			X	

* Some exclusions apply. Accidental coverages are from a single incident. See warranty for details.

** Covered only after expiration of manufacturer's warranty.

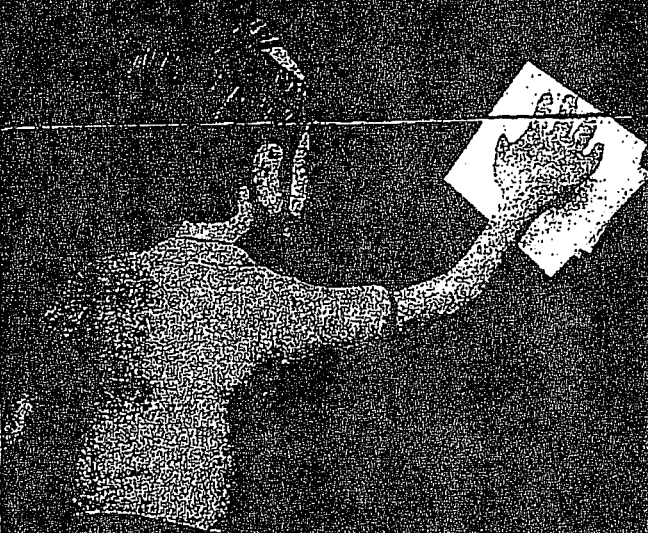
Refer to the current Guardian Furniture Protection Plan for complete coverage details.



CRYPTON®

MANUFACTURED EXCLUSIVELY FOR
GUARDIAN PROTECTION PRODUCTS, INC.

Crypton and the red planet logo are registered trademarks of Crypton, Inc.



BOB'S Goof Proof Plan de Protección



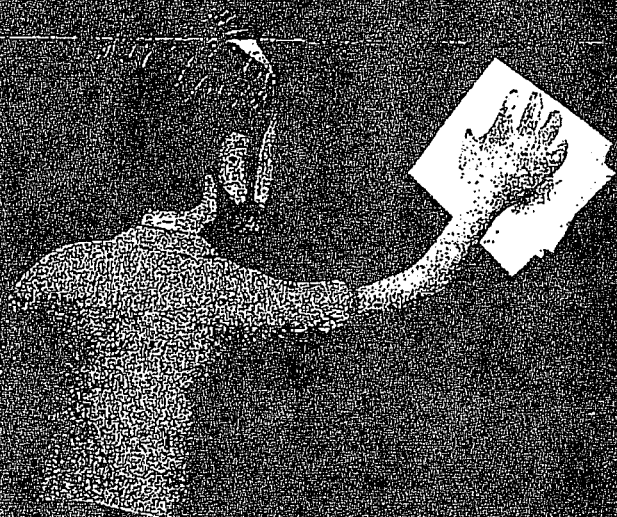
Accidentes Suceden...

¿Usted puede proteger una piesa solamente o todos los muebles incluidos en su compra?

Al darse cuenta de que los clientes pueden adquirir varios muebles distintos en una sola compra, Bob se asoció con Guardian para crear la Protección Goof Proof, que lo cubre todo! Con **5 años plan de Bob's Goof Proof**, recibe un Kit de Cuidar que contiene dos 8 oz botellas ecológicas de productos de cuidar muebles de Crypton.

Tenga Presente:

Para obtener servicio llame gratis al 1-800-538-9500 (Bob's Hot-line). Todo reclamo debe ser presentado durante los primeros (30) días a partir de la fecha en que se origino la mache o el daño.



5 Años Plan de Protección de Bob's Goof Proof brinda

una cobertura integral contra manchas, daños sobre muebles tapizados con cuero, tela y vinilo, y sobre muebles de madera y otras superficies duras. Aún con el uso cuidadoso, sus muebles s pueden dañar. Le deja vivir con los muebles que ama.- sin preocupaciones.

Protección

para este tipo de manchas y daños accidentales*

	Tela	Cuero	Madera / Superficie rígida	Alfombras
Manchas de alimentos o bebidas	X	X	X	X
Manchas causadas por fluidos del cuerpo humanos y mascotas	X	X		X
Manchas de la hierba y grasa	X	X		X
Manchas de tinta de bolígrafo y marcador*	X	X		
Manchas de la goma, esmalte de uñas y removedor de esmalte de uñas	X	X	X	X
Manchas de cosméticos, lápiz labial y lápices de colores	X	X		X
Roturas, cortes, quemaduras y picaduras	X	X		
La rotura de marcos, resortes, sofa cama; reclinables mecanismos de calentamiento y vibración**	X	X		
La rotura de la estructura de madera o estructura u otra superficie dura			X	
Gubio, viruta, quemaduras, marcas de calor o marca de líquido			X	
Comprobación, grietas, burbujas o descamación de acabado			X	
Chip, un rasguño o rotura de cristales o componentes espajo			X	
Pérdida de azogue de los espejos			X	

* Se aplican algunas exclusiones. coberturas accidentales son de un solo incidente. Consulte la garantía para obtener detalles completos. ** Están cubiertos sólo después de la expiración de la garantía del fabricante. Consulte con el actual Guardián Muebles Plan de Protección para obtener más detalles completos.



CRYPTON®

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Exhibit 2

BOB-TASTIC SERVICE!



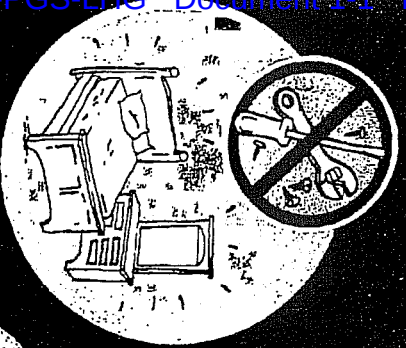
Questions?

Give a call to Bob's
Customer Care Hotline!
1-800-569-1284



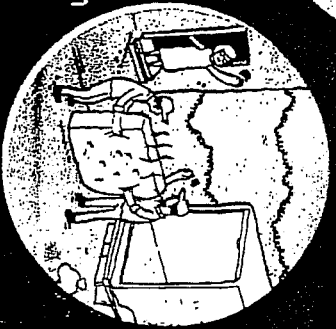
Hate the Wait?

use the
Bob-tastic Delivery Tracker!
@
WWW.MYBOBS.COM



Assembly?

When Bob's delivers,
assembling your furniture
is HISTORY!



It's The End of Messy Delivery!

Bob's team will clean
up their mess!
&



It's the Bob-tastic difference from Bob's, we will have

Dear Valued Customer,

*Thank you for making my
Bob's Discount Furniture part of
your home. I know you will enjoy
your new furniture for many years.
If you have any questions don't
hesitate to call my:*

*Customer Care Hotline
1-800-569-1284*

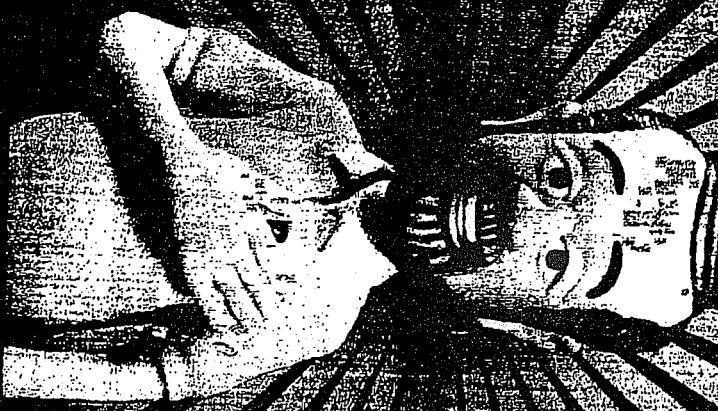
*Thanks!
BOB*



Bob wants YOU to know...
THIS IS THE WAY IT IS!

**NO PHONY GIMMICKS!
JUST PURE VALUE!**

WE GOT YOU COVERED!



**BOB'S DISCOUNT
FURNITURE**

Delivery and Setup

No one can deliver furniture for "free", and retailers who advertise "free delivery" have simply hidden the cost in the price of the product. Our philosophy is to give you a choice regarding delivery, so if you opt for delivery services, we will charge you a reasonable fee separately.

- You must accept delivery within three weeks after we notify you that your merchandise is available or else we cannot guarantee that your merchandise will be available at the time you want delivery.
- You may schedule your delivery through the store where you placed your order either in person or by phone. We suggest that you pick a delivery day that provides you with some flexibility in the event that our delivery team is unexpectedly delayed.
- Our automated system will call you one to two days before your delivery with your estimated delivery time within a three hour timeframe. You can also track your delivery on our website at www.mybobs.com/deliverytracker if you have any other questions regarding your delivery before the delivery day, please contact the store where you placed your order.
- We route your delivery using a state of the art computer system which helps ensure that your delivery will arrive when it is scheduled, but traffic conditions and inclement weather can affect the arrival time of your delivery. Please understand that our time window is not a guarantee.
- We require that someone 18 years or older be at home to accept your delivery.
- You must ensure that the area where you want the furniture placed is clear. For liability reasons, our delivery team cannot move or remove your own furniture.
- We will remove your old mattress and foundation when we deliver any new mattress if you want us to do so.
- We will set up your new furniture at time of delivery including any required assembly.
- When our delivery team is ready to leave your home, we will ask you to confirm that your delivery was totally satisfactory or, if there was a problem, to immediately speak with a Customer Care representative. Our delivery team will guide you through this phone-in process before they leave your home, and we ask that you allow them to use your phone to make this toll free call.

Know Your Measurements

We want you to be totally satisfied with your new furniture and/or mattress purchase. Before you confirm your delivery date, take the measurements of the purchased items and ensure that they will properly fit in your room, and through your doorways and hallways. We don't want you disappointed if you later find your purchased items cannot be put into your home as you had planned.

Service Claims - (800) 569-1284

If you become aware of any problem after the delivery team has left your home, you must call our Customer Care team at (800) 569-1284 within 3 days from the date of delivery. Please have your sales order number available when making this call. Our Customer Care representative will work with you to schedule a visit by one of our Service Technicians to assess and remedy the problem as quickly as possible.

Merchandise Pick-Up

Merchandise can be picked up at our Taftville, CT Distribution Center or at other convenient locations. You may call the store where you made your purchase for directions to a pick-up facility near you, or you can check our website at www.mybobs.com.

- You must make full payment on your order at one of our stores before we can schedule your order for pick-up.
- You may schedule a time for pick-up at the same time you place and fully pay for your order. Otherwise, you should call the store at least three (3) days in advance of your desired pick-up date so we can have your order ready for you provided it is paid in full. Please note that we cannot accept payments at our Distribution Center or pick up centers.
- When you arrive at the pick-up location, we will require that you have proper identification. Please bring a copy of your sales order with you.
- You must come with a vehicle that can safely transport your furniture, and you must bring rope and padding or other packing material. Our warehouse personnel will assist you in loading your vehicle, but it will be your responsibility to secure the merchandise. We cannot assume any liability for injury or damage to you, your vehicle or others arising from your loading or transport of merchandise that you pick up.
- Please be sure to inspect the merchandise prior to loading because we cannot accept claims for damage after you have left the pick-up center.

Customer Services - (800) 569-1284

We have built our reputation and we pride ourselves on providing excellent service to our customers. While we must adhere to our defined guidelines regarding refunds, exchanges and special handling, we sincerely want you to be happy with your purchase.

Our professional Customer Care and Service Technician Teams are committed to ensuring that your total Bob's experience after the time you place your order in the store meets with your total satisfaction.

If you have any questions or problems concerning your purchase or delivery after the time of delivery, please call my Customer Care Department at (800) 569-1284 and one of our trained Customer Care representatives will assist you.

Goof Proof Protection Plan

If you purchased the Goof Proof Protection Plan, your contract identifies the types of damages covered under this program.

Please Remember To:

- Only call Guardian at (800) 538-9500 to report stains or damages to your Furniture within thirty (30) days of occurrence.
- Only call FabricTech at (800) 758-8563 to report stains or damages to your Mattress within thirty (30) days of occurrence.
- Keep your sales receipt for proof of purchase and copy of your protection plan.

If you did not purchase our Goof Proof Protection Plan and would like to add it to your order, you may call the store where you purchased up to the day before your delivery or pick-up.

Price Protection Plan

For your convenience, we offer you a "Price Protection" plan to assist with your furniture purchase. This program locks the price of the furniture for up to one full year at no cost to you, and we do not charge interest or fees even if the price of the furniture goes up. All you need to do is make equal monthly payments for up to one year, and we will send you a billing monthly, as a reminder. Once you have fully paid for your purchase, you will be ready to take delivery. However, since our Price Protection Plan does not have your order specifically set aside like in a lay-a-way plan, we ask that you give us 30 days notice prior to your wanting delivery (or pick-up) so that our merchandising team can get your order ready for you. While we ask for thirty (30) days notice, we will be able to get it to you much sooner in most cases. Please see our Price Protection Agreement for more details.